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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

JUDGE: Rosemary Gambardella

In Re:

CASE NO. 13-36463  
Chapter 11 (Jointly Administered)

WEN-KEV MANAGEMENT, INC., *et al.*,

Debtors. HEARING: 2/6/2014 @ 2:00 p.m.

### **CERTIFICATION OF JEWEL NABI**

1. I am the comptroller of Debtors' companies and, as such, fully familiar with the books and records of the Debtors' companies.

2. I make this certification pursuant to order authorizing and scheduling an auction which was entered by Honorable Rosemary Gambardella on January 14, 2014.

3. Paragraph 3 of said order provides:

**“Landlord’s Cure Claims.** Within three days of entry of this Order, the Debtor shall file and serve a notice of proposed cure amounts (each a “Cure Amount”) owed to the Landlords for each of the leases that will be assumed and assigned under the Asset Purchase Agreement. No later than 5:00 p.m. on February 1, 2014, any landlord disputing the proposed Cure Amount shall file an objection to the cure amount and serve such objection on counsel for the Debtors, Michael S. Kopelman, Esquire, at [Kopelaw@yahoo.com](mailto:Kopelaw@yahoo.com); counsel for Wendy’s, Arthur J. Abramowitz, Esquire at [aabramowitz@shermansilverstein.com](mailto:aabramowitz@shermansilverstein.com) and Jerrold N. Poslusny, Jr. [jposlusny@shermansilverstein.com](mailto:jposlusny@shermansilverstein.com); and counsel for the Senior Lender, Scott Esterbrook, Esquire, at [sesterbrook@reedsmith.com](mailto:sesterbrook@reedsmith.com). Any landlord that does not timely file an objection shall (a) be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts with respect to such leases and the Debtors shall be entitled to rely upon the Cure Amount they proposed, and (b) be forever barred and estopped from asserting or claiming against the Debtors, the Successful Bidder and/or the purchaser of the Assets or any other assignee

of the relevant leases that any additional amounts are due or any defaults exist or that any conditions to assumption and assignment must be satisfied under such leases. Any objection by any of the Landlord(s) to the Cure Amounts will be considered at the Sale Hearing.”

4. With respect to Debtors’ Wendy’s Restaurant at Tinton Falls: 600 Shrewsbury Avenue, Tinton Falls, NJ 07701, the landlord is American Realty Capital, 200 Dryden Road, Suite 1100, Dresher, PA 19025. The arrears are \$22,270.64 and there is a \$7,500.00 security deposit.

5. With respect to Debtors’ Wendy’s Restaurant at Matawan: 388 Route 35, Cliffwood Beach, NJ 07735, the landlord is Mario and Maria Spallero, 24 Pier Avenue, Bayville, NJ 08721. The rent is current and the security deposit amount is \$6,500.00

6. With respect to Debtors’ Wendy’s Restaurant at Broadway & W. 165 Street: 3939 Broadway, New York, NY 10032, the landlord is Royal Charter Properties, Inc. c/o Cushman & Wakefield, 435 East 70<sup>th</sup> Street, Suite 300, New York, NY 10021. The rent is current and the security deposit amount is \$40,767.00

7. With respect to Debtors’ Wendy’s Restaurant at Third Avenue and E. 116 St.: 2121-2123 Third Avenue, New York, NY 10029, the landlord is Helm Management, Inc., 336 East 59<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10022. The rent is current and the security deposit amount is \$40,000.00

8. With respect to Debtors’ Wendy’s Restaurant at Bayonne: 181 LeFante Way, Bayonne, NJ 07002, the landlord is South Cove Development, 85 East 2<sup>nd</sup> Street, PO Box 1009, Bayonne, NJ 07002. The rent is current and the security deposit amount is \$0.00

9. With respect to Debtors’ Wendy’s Restaurant at East 125 St: 79 E. 125<sup>th</sup> Street, New York, NY 10035, the landlord is 77-79 E. 125<sup>th</sup> Street, LLC, c/o Irgang Group, PO Box 20342, New York, NY 10021. The rent is current and the security deposit amount is \$27,500.00

10. With respect to Debtors' Wendy's Restaurant known as Jersey City I: 2-30 Garfield Avenue, Jersey City, NJ 07305, the landlord is Wendy's International Inc., c/o Arthur Abramowitz, Esq., Sherman Silverstein Kohn Rose & Podolsky, 308 Harper Drive, Suite 200, Moorestown, NJ 08057. The rent arrearage amount is \$23,954.77 and the security deposit amount is \$0.00

11. With respect to Debtors' Wendy's Restaurant known as Jersey City II: 401 Route 440, Jersey City, NJ 07305, the landlord is Wendy's International Inc., c/o Arthur Abramowitz, Esq., Sherman Silverstein Kohn Rose & Podolsky, 308 Harper Drive, Suite 200, Moorestown, NJ 08057. The rent arrearage amount is \$18,692.61 and the security deposit amount is \$0.00

12. Please note that in the event the landlord does not agree with this certification it is required to file an objection no later than February 1, 2014 by email as set above. A hearing on any such objections, if necessary, will be held on February 6, 2014 @ 2:00 p.m. before Honorable Rosemary Gambardella, 50 Walnut Street, 3<sup>rd</sup> Floor, Courtroom E, Newark, NJ 07102.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements is willfully false, I am subject to punishment.

Dated: January 16, 2014

/s/ Jewel Nabi  
Jewel Nabi